

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 15, 2006
Bulk Item: Yes ☐ No ☒

Division: County Administrator
Department: County Administrator
Staff Contact Person: Thomas J. Willi

AGENDA ITEM WORDING:

Approval to rescind Second Addendum to the contract with Lazydays RV Center, Inc. approved February 15, 2006 and approval of revised Second Addendum to Contract for the cleaning, inspection, relocation and reinstallation of trailers to correct scrivener's errors and include additional language to section (3) requested by Lazydays RV Center, Inc.

ITEM BACKGROUND:

Several essential employees of Monroe County who leased trailers under the Nov. 16, 2005 contract have recovered from hurricane damage to their homes and no longer require the use of the trailer and there are other essential employees of the County who have not recovered from hurricane damage and are in need of a trailer.

Following BOCC approval on 2/15/06, on 2/27/06 notification was received from Lazydays legal department requesting additional language be added to section 3. and identifying several scrivener's errors requiring correction.

PREVIOUS RELEVANT BOCC ACTION:

Board approval of Second Addendum to Contract 2/15/06.

CONTRACT/AGREEMENT CHANGES:

Additional language, Section 3. *"...provided a suitable, accessible address for reallocation is given to Lazydays via email/fax at the time of the reallocation request, and there is no damage or functionality issue with the trailer."*

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$500.00 per trailer relocation **BUDGETED:** Yes ☐ No ☒

COST TO COUNTY: (To be reimbursed from Federal/State Government with a maximum cost to County not to exceed 12 ½ % of total cost.)

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL: Thomas J. Willi
THOMAS J. WILLI, COUNTY ADMINISTRATOR

DOCUMENTATION: Included ☒ Not Required ☐

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 2/05

**SECOND ADDENDUM TO CONTRACT BETWEEN LAZY DAYS
AND THE MONROE COUNTY BOARD OF COMMISSIONERS
DATED NOVEMBER 16, 2005**

**THIS ADDENDUM REFERS TO THE CLEANING, INSPECTION,
RELOCATION AND REINSTALLATION OF TRAILERS**

WHEREAS, several essential employees of Monroe County who leased trailers under the November 16, 2005 contract between Lazydays and the Monroe County Board of County Commissioners (County) have recovered from hurricane damage to their homes and no longer require the use of the trailer leased to them under this contract; and

WHEREAS, there are other essential employees of Monroe County who have not recovered from hurricane damage and are still in need of trailers; and

WHEREAS, County wishes to assist its essential employees in hurricane recovery; and

WHEREAS, the trailers will need to be relocated from the location where they are currently in use and reinstalled at the new site; and

WHEREAS, Lazydays requires that each trailer be cleaned and that a system-wide inspection be performed on each trailer's systems upon reinstallation;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Lazydays agrees to relocate and reinstall the trailers from the present site to the new site. Lazydays requires a fee of Three Hundred Dollars (\$300.00) per trailer for this service.
2. Lazy Days agrees to clean each trailer and to perform a system wide inspection on each trailer to be sure that the trailer is in working order before it is turned over to the next employee. Lazydays requires a fee of Two Hundred Dollars (\$200.00) per trailer for this service.
3. Lazydays agrees that the trailers will be removed and reinstalled without a break of more than twenty-four hours in the use of the trailers, as required by FEMA for reimbursement of lease payments to the County, provided a suitable, accessible address for reallocation is given to Lazydays via email/fax at the time of the reallocation request, and there is no damage or functionality issue with the trailer.
4. The parties agree that these fees will be paid to Lazydays by Monroe County and further acknowledge that these fees may not be reimbursed by FEMA.
5. The remaining terms of the contract dated November 16, 2005, not inconsistent herewith, shall remain in full force and affect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

LAZY DAYS RV CENTER, INC.

Witness: _____

By: _____

Date: _____

Attest:

DANNY L. KOLHAGE, Clerk of the Court

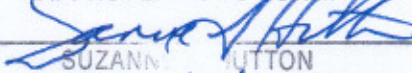
**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANN HUTTON
ASSISTANT ATTORNEY

Date 3/03/06

2-27-06

Connie,

Our legal department requests the following change to item 3 on the page titled Second addendum to contract between Lazydays and the Monroe County Board of Commissioners dated November 16, 2005:

3. Lazydays agrees that the trailers will be removed and reinstalled without a break of more than twenty-four hours in the use of the trailers, as required by FEMA for reimbursement of lease payments to the county, provided a suitable, accessible address for reallocation is given to Lazydays via email/fax at the time of the reallocation request, and there is no damage or functionality issue with the trailer.

Additionally,

Item 1 reads: Lazydays agrees to relocated-->should read relocate.

Item 4 reads: The parties agree that theses fees-->should read these.

Item 4 reads: ...Monroe County and further acknowledges-->should read acknowledge.

Upon receipt of the corrected documents, I will gladly sign and forward them to your office.

Thank you,

Jay Fink
Service Administration Manager
Lazydays RV Center
800-282-7800 ext 4380

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: County Administrator

Bulk Item: Yes x No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING: Approval of Second Addendum to the Lease Contract with Lazy Days RV Center, Inc. for the cleaning ,inspection, relocation and reinstallation of trailers.

ITEM BACKGROUND: Several essential employees of Monroe County who leased trailers under the Nov. 16, 2005 contract have recovered from hurricane damage to their homes and no longer require the use of the trailer and there are other essential employees of the County who have not recovered from hurricane damage and are in need of a trailer.

PREVIOUS RELEVANT BOCC ACTION:

At the November 15, 2005 BOCC meeting the Commission approved a lease agreement with Lazy Days RV center for travel trailer to use as temporary housing for County employees and at the December 7, 2005 BOCC Special meeting approved of an addendum to the contract.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$500.00 per trailer relocation **BUDGETED:** Yes No X

COST TO COUNTY: (To be reimbursed from Federal/State Government with a maximum cost to County not to exceed 12 ½ % of total cost.

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: Thomas J Willi
(Thomas J. Willi)

DOCUMENTATION: Included x Not Required

DISPOSITION: **AGENDA ITEM #**

**SECOND ADDENDUM TO CONTRACT BETWEEN LAZY DAYS AND THE
MONROE COUNTY BOARD OF COMMISSIONERS DATED
NOVEMBER 16, 2005**

**THIS ADDENDUM REFERS TO THE CLEANING, INSPECTION,
RELOCATION AND REINSTALLATION OF TRAILERS**

WHEREAS, several essential employees of Monroe County who leased trailers under the November 16, 2005 contract between LazyDays and the Monroe County Board Of Commissioners (County) have recovered from hurricane damage to their homes and no longer require the use of the trailer leased to them under this contract; and

WHEREAS, there are other essential employees of County who have not recovered from hurricane damage and are still in need of trailers; and

WHEREAS, County wishes to assist its essential employees in hurricane recovery; and

WHEREAS, the trailers will need to be relocated from the location where they are currently in use and reinstalled at the new site; and

WHEREAS, LazyDays requires that each trailer be cleaned and that a system-wide inspection be performed on each trailer's systems upon reinstallation;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Lazy Days agrees to relocate and reinstall the trailers from the present site to the new site. Lazy Days requires a fee of Three Hundred Dollars (\$300.00) per trailer for this service.
2. Lazy Days agrees to clean each trailer and to perform a system wide inspection on each trailer, to be sure that the trailer is in working order before it is turned over to the next employee. Lazy Days requires a fee of Two Hundred Dollars (\$200.00) per trailer for this service.
3. Lazy Days agrees that the trailers will be removed and reinstalled without a break more than twenty four hours in the use of the trailers, as required by FEMA for reimbursement of lease payments to the County.
4. The parties agree that these fees will be paid to Lazy Days by Monroe County and further acknowledges that these fees may not be reimbursed by FEMA.

5. The remaining terms of the contract dated November 16, 2005, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

Attest: DANNY L. KOLHAGE, CLERK

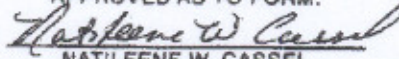
By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL

ASSISTANT COUNTY ATTORNEY

Date: 2/13/06



6130 Lazy Days Blvd.
Seffner, FL 33584
Phone 800-626-7800 Fax 813-246-4659

DATE: 02/04/06
INVOICE # 1
FOR: Trailer
Reallocation

Bill To:
Monroe County Board of Commissioners
1100 Simonton St.
Key West, FL 33040

DESCRIPTION	AMOUNT
Reallocation of 1EF1B312565341841 to Mille Ryan *Original contract expiration date shall be in force: July 6, 2006	\$ 500.00
TOTAL	\$ 500.00

Make all checks payable to Lazy Days RV Center, Inc
If you have any questions concerning this invoice, call Jay Fink at 800-282-7800 or email jfink@lazydays.com
remit to: Lazydays RV Center 6130 Lazydays Blvd. Seffner FL 33584 attn: Kathy Bachtel

THANK YOU FOR YOUR BUSINESS,
YOU ARE IMPORTANT TO US